CLUB INDUSTRY

THE CONFERENCE AND EXPOSITION FOR FITNESS BUSINESS PROFESSIONALS

October 10-12 2012 • Las Vegas Convention Center • Las Vegas, NV

produced by Penton Media

CONTRACT FOR EXHIBIT SPACE

MAIL ORIGINAL WITH PAYMENT TO:

Club Industry 2012
24657 Network Place
Chicago, IL 60673-1246

FAX A COPY TO:

Robin Leven
FAX: 913-514-6416
PH: 215-489-9557

1. COMPANY INFORMATION

Company _____

Exhibiting As (if different from above) _____

Key Contact _____ Title _____

Mailing Address _____

City/Province _____ State/Country _____ ZIP/Postal Code _____

Phone _____ Cell* _____

E-mail _____ Website _____

**By providing your cell number, you authorize Show Management to send you text message updates on Club Industry Shows*

2. EXHIBIT SPACE REQUIREMENTS

Booth Space Rates: 10' x 10' booth increments

☐ **100 - 700 sq. ft. @ $24.50/sq.ft** ☐ **800 - 2,400 sq. ft. @ $23.50/sq.ft** ☐ **2,500 - 3,400 sq. ft. @ $22.50/sq.ft** ☐ **3,500*+ sq. ft. @ $22.50/sq.ft**

• 3,500+ sq. ft. contracts will receive the exclusive Premier Partner Sponsorship Package

• all contract re-signs received by 11/15/2011 will receive an early-bird discount of $1.00/sq. ft.

Exhibits Plus Packages

☐ **Exhibits Plus A Package: $495**
- valued at $695
- Featured Listing in Show Directory Map
- Feature Listing in CI Show Mobile App
- Online New Product Guide Listing

☐ **Exhibits Plus B Package: $1,295**
- valued at $1,895
"A" Package Plus:
- Badge Ad in Show Directory Map
- Pre-Show Email

☐ **Exhibits Plus C Package: $5,275**
- valued at $7,895
"A" and "B" Package Plus:
- e-listening service

Booth Selection: Minimum booth space is 10'x10'

Booth Number(s): _____ Booth Size: _____ ft. x _____ ft. for a total of _____ sq. ft

Total Sq. Ft.: _____ x Booth Rate: $_____ + Exhibits Plus Package: $_____ = Total Contracted Amount: $_____

3. PAYMENT INFORMATION

☐ Check # _____ enclosed. Check to be mailed on: _____ Deposit Amount $_____

☐ Credit Card – For your security, credit card payments must be made online at **http://national.clubindustryshow.com/payments**
You will receive detailed instructions and a password along with your invoice via e-mail. Your deposit is due immediately upon receipt of your invoice. Please contact your sales manager for more information.

4. EXHIBIT SPACE PAYMENT TERMS

Exhibit Space: Forty percent (40%) of the total opportunity is due by 11/15/11. The balance is due on 4/13/12. Applications received after 4/13/12 must be accompanied by 100% of the fee and must be paid by cashier's check or money order. ***(100% of fee for ancillary marketing and promotional services is due with contract, unless otherwise indicated.)*** Penton Media may, at its discretion, release the booth(s) if the deposit(s) are not made per the attached schedule. Reassignment of the booth space under this provision does not relieve the exhibitor of its obligation under this contract.

Cancellation and Down sizing of Exhibit Space: Once this contract is signed and exhibit space is allocated, you are contracted to exhibit space. An exhibitor who cancels. its booth space reservation must pay a cancellation fee, as seen below, which allows Penton Media to recover the administration expenses incurred in preparing for the participation of the canceling exhibitor and which it will incur in attempting to resell the booth. Cancellations must be made in writing and are subject to the following provisions: (1) Cancellations and booth downsizes received by 4/13/12 are subject to a cancellation fee equal to 40% of the booth price. (2) Cancellations and booth downsizes received on or after 4/14/12 are subject to a cancellation fee equal to 100% of the booth space being cancelled. (3) Cancellations and booth downsizes will receive one (1) penalty point. If Exhibitor has not set up their booth by 6:00 p.m., 10/10/12 and has not contacted the Expo Show Management Office at the convention center, we reserve the right to reassign that Exhibitor's booth(s). (4) Cancellation will result in forfeit of all exhibitor badges.

By signing this form you agree to receive fax and email communications from Penton Business Media, Inc.

Acceptance of this application by Penton Media constitutes a contract. By signing below, Applicant certifies that Applicant has read and agrees to the Contract Terms and Conditions set forth herein, and has the authority to sign and enter into this contract on behalf of the Company whose information is set forth in Section 1 of this application.

Name (please print) _____ Title _____

Authorized Signature _____ Date _____

CONTRACT TERMS AND CONDITIONS • CLUB INDUSTRY 2012

October 10-12, 2012 • Las Vegas Convention Center • Las Vegas, NV • CLUB INDUSTRY 2012 is sponsored by *Club Industry* Magazine

Club Industry and all divisions and subsidiaries are herein after collectively referred to as "Show Management"

1. Contract for Space: The contract for space, the formal notification of space assignment and full payment of fees together constitute a contract between the exhibiting organization, hereinafter known as the Exhibitor, and Penton Media, hereinafter known as Management, for the right to use space for Club Industry Show. The contract is based upon the plan of exhibit rates shown thereon and general information contained in the exposition prospectus and sales kit, all of which are to be considered along with details on all pages of this form as part of the contract.

All measurements shown on the floor plan are approximate and Management reserves the right to make such modifications as may be deemed to be necessary, making equitable adjustment with any exhibitor or exhibitors thereby affected. Management also reserves the right to adjust the floor plan to meet the needs of the exposition.

2. Installation and Dismantling of Exhibits: Delivery of freight, installation of exhibits, and completion of erection of exhibits will take place on the dates hereinafter shown. The exhibits must be ready for inspection no later than 8:00am of the first show day. Should an exhibit not be set by 8:00 am of the first show day, Management reserves the right to have the Official Exhibit Services Contractor install the exhibit or remove unopened freight at the expense of the exhibitor. Dismantling may not begin until the close of the exposition on the final show day.

Goods and materials used in any display shall not be removed from the exhibit hall until the exposition has officially been closed. Any exception to this rule must have the written approval of Management.

Dismantling must be completed and all exhibit materials removed by the final move out date and hour shown. (NOTE: Exhibitors are advised to remove small, portable items immediately upon conclusion of the exposition.)

3. Storage–Boxes and Packing Crates: Exhibitors will not be permitted to store boxes or packing crates in or behind exhibit booths. Prior to 8:00 am of the first show day, all boxes and crates will be placed in storage, provided they are properly labeled for storage. Those not so labeled will be removed and destroyed as refuse. (NOTE: Storage labels will be provided at the Official Exhibit Services Contractor's Desk)

4. Minors and Children: Persons under 18 years of age will not be permitted in the exhibit area.

5. Floor Plan: The floor plan for this exhibit will be maintained as originally presented wherever possible. However, Management reserves the unqualified right to modify said plan to the extent necessary for the best interests of the exhibit, the exhibitors, and the industry.

6. Payment Schedule/Cancellation or Reduction of Space: The payment schedule is listed on the face of the contract. Cancellation of this contract or reduction of space must be in writing, and by mutual consent of the applicant and Management, except that Management may unilaterally cancel this contract for non-payment of any balance due by the date specified.

Cancellation and Reduction of Space Penalty: Space cancelled or reduced on or after November 15, 2011 will be charged a 10% service charge on the net cost of the original space. Space cancelled or reduced on or before April 13, 2012 will be charged a 50% service charge on the net cost of the original space. The full contract price is due and payable and non-refundable for any space cancelled or reduced after April 13, 2012.

7. Space Assignment: Space assignment will be indicated on the accepted contract. However, should conditions or situations warrant, Management has the unqualified right to reassign space for the best interest of the exposition. Exhibitors must rent sufficient space to contain their exhibit completely within the confines of booth lines. Equipment may not extend into the aisles, over the aisles, or across the exhibitor's purchased booth line. Heights and Depths addressed in Section 10 must be observed. For space reduction, original booth space will not be split, exhibitor will be relocated to another of the appropriate size.

Wait List: Exhibitors have an opportunity to be placed on a Wait List for an alternative location on the show floor upon request. Exhibitors must have space reserved and appropriate payment received to be moved per the Wait List request.

8. Sharing/Subletting Space: No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted, or have representatives, equipment, or materials from other than their own firm in the said space. Management policy prohibits subcontracting of exhibit space. Should an exhibitor decide to cancel, exhibit space reverts back to Management.

9. Exhibitor Personnel: Each exhibitor will furnish Management, in advance, the names of those persons who will staff the booth on the Exhibitor Personnel Form furnished by Club Industry Show in the Exhibitor Service Manual

Exhibitor's representatives manning the exhibit will be owners, employees, or agents of Exhibitor, and such representatives will wear proper badge identification furnished by the exposition. Such badges will be supplied upon presentation of the list of personnel by the exhibitor or by application made at the Exhibitors' Registration Desk. Each exhibitor will place on file in the Management Office the name of the representative (including hotel or local phone number) who has primary responsibility on the floor for the exhibitor's display, and who is authorized to make decisions for the exhibitor as requested by Management on-site or in the case of an emergency.

Note: Supplying Exhibitor personnel badges to current or prospective customers by exhibitors is expressly forbidden. If such use of exhibitors' badges is made, individuals wearing said badges will be removed from the premises and badges will be confiscated. Management will supply Guest Passes, which the Exhibitor may distribute to said customers for purpose of attendee registration. The Exhibitor personnel registration is to be used solely for employees or agents of the Exhibitor.

10. Displays and Construction: Management has arranged for a standard uniform booth background, including header sign (7" x 44") with exhibitor's name and booth number. Equipment must be spotted within the confines of the exhibit space and allow sufficient space for exhibitor personnel to conduct business within the space. All demonstrations must be within the confines of the exhibit space. Aisles must not be obstructed at any time by exhibitor personnel or attendees. Management reserves the right to unilaterally determine if a demonstration interferes with adjacent exhibit spaces and may, if necessary, order its discontinuation.

Note: Please refer to the exhibitor manual for specific booth dimension instructions.

11. Contractors Services: All services, such as furniture, carpeting, labor, cleaning, storage of boxes and crates, shipping and other special services must be arranged through the Official Exhibit Services Contractor. An Exhibitor Service Manual will be provided with proper forms for ordering such services. Forms should be carefully prepared and returned by the deadlines noted to avoid late charges.

Independent Contractors: Notification to use an independent contractor to install/dismantle exhibits must be received forty-five (45) days prior to the first day of the show. If an exhibitor elects to use any contractor other than the official contractors designated by Club Industry Show, Show Management is not in a position to intercede in disputes on behalf of the exhibitor. See rules in Exhibitor Service Manual for other requirements. Notification to use independent contractor(s) must go to both show management and the Official Exhibit Services Contractor.

12. Character of Exhibits: It is the desire of Management that each exhibitor design and create an exhibit of an attractive nature which will enhance the overall appearance of the exposition and be a credit to the industry. All exhibitors must respect applicable clauses of the Americans with Disabilities Act.

Management reserves the right to approve the character of the display and to prohibit any display which, because of noise or other objectionable features, detracts from the general character of the exposition. Exhibits must be in good taste as determined by Management. Club Industry Show provides carpet for the aisles of the show to enhance the overall appearance of the show floor. It is the exhibitors responsibility to create an attractive display area. The exhibitor is required to provide carpet to cover the area contracted, including under carpet equipment.

Provided with the booth space rental by Management for a standard booth is the 8' cloth backdrop, 42" side cloth dividers, 7" x 44" identification sign (see order form in Exhibit Service Manual), and aisle carpeting for comfort of trade show traffic. The exhibitor is required to provide carpet to cover the area contracted, including under carpet equipment.

Management requires exhibitors to obtain music licenses through ASCAP and BMI if they intend to use copyrighted music in their booths. Management is not responsible for the music used by exhibitors, and Exhibitor hereby agrees to indemnify, defend, and hold harmless Management for any and all costs, including attorney's fees related to copyright violations that result from Exhibitor's failure to obtain the appropriate licenses.

Balloons, horns, odors, or congestion in Exhibitors' booths are not permitted.

Giveaways, demonstrations, and/or entertaining the attendees in booths, must be arranged so attendees coming into the exhibit do not block aisles or overlap into neighboring exhibits.

The operation of equipment indoors will not be permitted on a continuous basis. Operation of equipment may be approved for demonstration purposes for short periods (approximately one to five minutes), provided Management is notified in writing thirty (30) days prior to the first day of the show.

Booths must be policed by each exhibitor so disruption or noise level from any demonstration or sound system is kept to a minimum and does not interfere with others. Remember, the use of sound systems or equipment producing sound is an exception to the rule, not a right. Management reserves the exclusive right to determine at what point a disruption or sound level constitutes interference with other exhibits and must be discontinued.

Exhibitors may be asked to discontinue any demonstrations indoors during show hours if surrounding exhibitors lodge complaints of excessive noise or other disruptions.

Racing lights, flashing lights and strobe lights are considered offensive to neighboring booths and are not permitted unless it is part of the product demonstration.

Exhibitors may take photos or videos of their display, however, they are not permitted to directly take pictures of any other display, or instruct others to take such pictures, without written permission by Management and the exhibitor whose display is being photographed.

Exhibitors must respect the privacy of other exhibitors and not intrude or disrupt another exhibitor while they are conducting business on the show floor.

13. Other Exhibits: The Exhibitor agrees that neither they, their agents nor their distributors will distribute publications or conduct any other display or exhibit any equipment bearing their trademark within a three mile radius of the exposition covered by this contract or its officially designated hotel properties during the dates of said exposition. This limitation does not apply to participation in other trade association exhibitions which may coincidentally be ongoing in the same city, or to exhibitor's regular place of business or show room. Violation of this provision by an exhibitor will constitute a breach of the contract and Management may, in its sole discretion, cancel this contract and exhibitor will remove their display and any equipment contained in the exhibit hall and forfeit all payments to Club Industry pursuant to this contract.

14. Soliciting – Access to Lists, Samples & Prizes: No soliciting of registrants shall be permitted in the aisles or in other exhibitors' booths. Samples, catalogues, pamphlets, publications, souvenirs, etc., may be distributed by exhibitors and their representatives (including hosts and hostesses) only within their own booths. No exhibitor will be permitted to conduct any prize drawings, awards for signing of names and addresses, etc., without prior written approval of Management. Signs showing the price of items must not be displayed. Club Industry reserves the right to limit access to attendee, exhibitor and any other list or information gathered by Club Industry or its contractors. Exhibitors that publish industry publications may distribute their publications outside their booths only to the other exhibitors and only during show hours. Show sponsors that produce industry publications may distribute their publications to exhibitors at times designated by show management.

15. Flammable Materials: Flammable and/or hazardous fluids, substances, or material of any nature are prohibited in the booth and in the storage area behind the booth. All decorative materials must be flame-proofed before being taken into the exhibit hall, and must comply with local fire regulations. Transferring of flammable liquids while in the exhibit hall is expressly prohibited. Electrical equipment and wiring must meet all safety codes.

16. Beverages and Foods: Food and/or beverages may be supplied by the exhibitor, with the prior written consent of Management and the Facility. Alcoholic beverages may not be served in the exposition without permission of Show Management. Note: Corkage fees to the Facility may be required.

17. Liability: Neither Management, the official service contractors, exhibit hall management, Club Industry's security service, nor any of the officers or employees of the above will be responsible for the safety of property of exhibitors from theft, strikes, damage by fire, water, storm or vandalism or other causes. Management will take reasonable precautions through the employment of security personnel to protect exhibits from such loss. Notwithstanding the foregoing, in no event shall Show Management, its affiliates, or any of their employees or agents be liable, including in the event of Show Management's negligence, for any loss, theft, damage or destruction of Exhibitor's property or any injury to Exhibitor or its employees while attending the event, and Exhibitor hereby waives all claims, and releases Show Management, its affiliates, and each of their employees and agents from all liabilities, with respect to same.

All property of the exhibitor is understood to remain in the exhibitor's custody and control in transit to or from or within the confines of the exhibit hall and subject to the rules and regulations for the exposition.

Note: Exhibitors are to carry insurance to cover exhibit materials against damage and loss and public liability insurance against injury to the person and property of others, in each case in an amount adequate to cover its potential liabilities in connection with this agreement. By executing the Contract for Exhibit Space, Exhibitor warrants that there is in effect said insurance policy covering the Exhibitor, with coverage remaining current through Exhibitor's occupancy of Club Industry Show and the Convention Center.

Exhibitor must comply with all federal, state, local and exposition facilities' safety regulations. Corrections will be made at Exhibitor's expense. If corrections cannot be made, exhibit shall be removed at Exhibitor's cost, with no liability accruing to Management. Under no circumstances may the weight of any exhibit material exceed the specified maximum floor load of the exhibit hall. Exhibitor accepts full and sole responsibility for any injury or damage to persons or property resulting from failure to distribute the placement of his exhibit material to conform with the floor loading specifications.

Indemnity: Exhibitor shall defend, hold harmless, and indemnify Show Management, its affiliates, and each of their respective officers, directors, employees, and agents from and against any and all claims, liabilities, causes of action, damages, fees (including reasonable attorney fees), costs, and losses of any kind arising out of, caused by, or otherwise in connection with: (a) the willful misconduct or negligent actions of Exhibitor, its agents, officers, employees, representatives, servants, invitees, patrons, or guests ("Related Persons"); (b) any breach of this agreement by Exhibitor or action or omission of its Related Persons which, if taken by Exhibitor, would breach this agreement; (c) any violation of any applicable law by Exhibitor or any of its Related Persons; (d) any allegation that any materials of any sort used, distributed, displayed, exhibited, presented, or otherwise made available by Exhibitor or its Related Persons in connection with this agreement (i) infringes, misappropriates, or otherwise violates any intellectual property or proprietary right of any third party under applicable law, or (ii) is libelous, defamatory, obscene, abusive, harassing, threatening, false, misleading, inaccurate, or fraudulent. The exhibitor is charged with knowledge of all local laws, ordinances and regulations pertaining to business licenses, health, fire prevention and public safety affecting his participation in the exposition. Compliance with such laws is mandatory for all exhibitors and is the sole responsibility of the exhibitor.

If unusual equipment is to be installed, the exhibitor must communicate with Management for information concerning the facility or applicable regulations.

Management will not be liable for the fulfillment of this contract as to the delivery of space if non-delivery is due to any of the following causes: By reason of the building being destroyed or substantially damaged by fire; act of God; public enemy; strikes; authority of law; or any other cause beyond the control of Management. In the event of not being able to hold the exposition for any of these reasons, Management will refund to each exhibitor the amount they paid for their space less a prorated share of all the expenses incurred for the exposition up to the date of required cancellation.

18. Damage: Exhibitors will be liable for any damage caused by fastening fixtures to the floors, walls, columns or ceilings of the exhibit building and for any damage to equipment furnished by Management or service suppliers designated by them.

19. Violation: The interpretation and application of these rules and regulations are the responsibility of Management. Any violation by the exhibitor of any of the terms or conditions herein shall subject exhibitor to cancellation of its contract to occupy booth space and to forfeiture of any monies paid on account thereof. Upon written notice of such cancellation, Management shall have the right to take possession of the exhibitor's space, remove all persons and properties of the exhibitor and hold the exhibitor accountable for all risks and expenses incurred in such removal.

20. Social Functions/Special Events: Any social function or special event during Club Industry Show, in the host city, is reserved for exhibiting companies and must be approved by Show Management.

21. Show Rules: In the event that unforeseen events make it necessary, Management will have the right to amend these rules and regulations or make additions thereto, and all such amendments or additions shall be made known promptly to each exhibitor. Show rules are promulgated separately and are tailored to the individual exhibit hall.

22. Relocation of Exhibits: Show Management reserves the right to alter the location of exhibit spaces at its sole discretion in the best interest of the exposition. Show Management agrees to notify affected exhibitors of changes in their positioning and/or location.

23. Good Standing with Sponsor Publication: If exhibitor is also an advertiser with Club Industry magazine, the sponsoring publication of the show, their advertising account balance must be current or within 30 days of billing date to retain their booth.